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12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15
16 IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Case No. 3:07-cv-05944-SC
MDL NO. 1917

17 This Document Relates to:

Individual Case No.: 3:11-CV-06397-SC

18 Case No. 3:11-06397-SC
19 COSTCO WHOLESALE CORPORATION,
20 Plaintiff,

**STIPULATION AND [PROPOSED]
ORDER REGARDING CHUNGHWA'S
PARTICIPATION IN
PRETRIAL PROCEEDINGS**

21 v.
22

23 HITACHI LTD., et al.,

24 Defendants.

1
2 Plaintiff Costco Wholesale Corporation ("Costco") and Defendant Chunghwa Picture
3 Tubes, Ltd. ("Chunghwa"), by their respective attorneys hereby stipulate and agree as follows:
4

5 1. Costco and Chunghwa have entered into a comprehensive written settlement
6 agreement calling for, among other things, dismissal of Costco's individual action,
7 3:11-cv-06397-SC, as to Chunghwa.
8
9 2. The Settlement Agreement provides that Chunghwa will fulfill certain terms.
10
11 3. Costco's individual action will be dismissed with prejudice as to Chunghwa upon
12 fulfillment of the terms of the Settlement Agreement.
13
14 4. This stipulation does not affect the rights or claims of Costco against any other
15 defendant or alleged co-conspirator in this litigation.
16

17 5. WHEREFORE, IT IS HEREBY STIPULATED that Chunghwa will not
18 participate in further pretrial proceedings in Costco's individual action, 3:11-cv-06397-SC, as
19 long as it fulfills the terms of the Settlement Agreement.
20

21 DATED: September 24, 2013

22 By: s/ David J. Burman

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11 Tubes, Ltd.

12 Pursuant to Local Rule 5-1(i), the filer attests that the concurrence in the filing of this
13 document has been obtained from each of the above signatories.

